

ATTACHEMENT PA

PRICING SCHEDULE-ANTC/NYNEX

All prices are subject to the continuing jurisdiction of the NY Public Service Commission.

I. Reciprocal Compensation shall equal the rate set forth in the Parties' applicable tariffs as determined by the weighted average call volume distribution by time of day. Such rate for the first six months shall be:

Rate = \$.00815 per minute

Negotiated Rate

The rate for reciprocal compensation is to be adjusted bi-annually based upon the rates and formula set forth below in this Pricing Schedule. The first adjustment shall occur on April 1, 1998 and future adjustments every six (6) months thereafter.

Reciprocal Compensation Calculation:

A. Time of Day Definitions - YT PSC 914 Tariff Sec. 4.1.7 (A) (1)

B. Base Rates - Per Minute of Use NYT PSC 914 Tariff Sec. 10.4.1 (A)(1)
NYT PSC 914 Tariff Sec. 10.4.1 (B)(1)

C. Formula Used for determining Reciprocal Compensation:
(% Day Traffic ÷ % Evening Traffic ÷ % Night Traffic = 100% for each Party)

ANTC-Originated Day Minutes + NYNEX - Originated Day Minutes * Day Rate
Total ANTC + NYNEX Minutes

+
ANTC-Originated Evening Minutes + NYNEX - Originated Evening Minutes * Evening Rate
Total ANTC + NYNEX Minutes

+
ANTC-Originated Night Minutes + NYNEX - Originated Night Minutes * Night Rate
Total ANTC + NYNEX Minutes

II. Information Services Billing and Collection

Fee = \$.05 per message

Negotiated Rate

III. Tandem Transit Service (TTS)

- A. Rate = \$.004463 per minute Negotiated Rate

The rate for Tandem Transit Service is to be adjusted based on the rates set forth in the NYT PSC 914 Tariff, as amended from time to time, and the actual ANTC time of day traffic distribution ratios on a semi annual basis. The first adjustment shall occur on April 1, 1998.

B. Dedicated Transiting Service

Rate = twice the applicable Service Access Charge ("SAC")
2 X (\$1.90) DS0 NYT PSC 916 Tariff Sec. 5.6.1.7.(F)
2 X (\$3.51) DS1
2X (\$35.87) DS3

IV. Interim Telecommunications Number Portability

A. Monthly Charges

Rate per Businesses Number = \$2.00
Rate per Residential Number = \$1.00

No additional charges shall apply for interim number portability, including additional per-path, per-port, or usage-related charges, except for third Party and collect calls.

B. Non-recurring Charge

Rate = \$20.00 per ported number

Non-recurring charges only apply when interim number portability is ordered separately from an unbundled link.

C. Access revenues associated with ported numbers are Reciprocal.

Monthly Flat Rate = \$6.88 * per ported Business line
Monthly Flat Rate = \$4.82 * per ported Residence line

*Based on the monthly average access revenue received from IXC calls terminated on a residential line and business line, respectively. The Rates are to be updated every six (6) months or when the FCC or PSC approves revisions to the applicable rates.

V. IntraLata 800

Reciprocal Compensation (refer to I above).

Compensation for records exchanged = \$.00415 per record
TELRIC filed cost study

800 Database inquiry = \$.001265 per database inquiry
NYT PSC 914 Tariff Sec. 10.4.3 (C)

VI. Unbundled Links

A. Monthly Rates

Monthly Rates for all unbundled links described in Section 14 will be the rates specified by the Commission, as amended from time to time, subject to the provisions of the NYT PSC 916 Tariff Sec. 5.5.2.

VII. 911/E911 Interconnection

For each trunk interconnecting to the Telephone Company's 911 hub or E-911 hub/tandem and access all subtending Public Safety Answering Points:

Monthly Rate = \$252.00 per unequipped DS1 Port Negotiated Rate

Monthly Rate = \$100.00 per Voice Grade trunk activated and equipped on the
DS1 Port Negotiated Rate

VIII. Wholesale Discounts

A. Month-to-month discounts

Discounts are set forth in the NYPSC Tariff No. 915, as amended from time to time.

B. Term and Volume Discounts

To be negotiated on receipt of a Bona Fide Request.

IX. (A) Directory Assistance Services

(1) Directory Assistance

	<u>Per Request</u>	<u>SGAT</u>
Each Request for Information per one telephone number, with NYNEX branding	\$0.39	
Each Request for Information per one telephone number, with ANTC branding	\$0.39	
Each Request for Information per one telephone number, without branding	\$0.33	

(2) Directory Assistance Call

	<u>Per Request</u>	<u>SGAT</u>
Completion (DACC) #:		
Each Request for Information per one telephone number, with NYNEX branding plus call completion	\$0.52	
Each Request for Information per one telephone number, with ANTC branding plus call completion	\$0.58	

These rates are in addition to the UTTC, TTSC & UNRCC or UCRCC which are set forth in the NYT PSC 914 and 916 tariffs, as amended from time to time.

(3) Directory Assistance Volume/Term Discounts

Monthly Billed DA Volume	Term Commitments			
	1 Year	18 Months	2 Years	3 Years
\$0 - 1999	5%	10%	14%	18%
\$2000 - 5999	7%	12%	16%	20%
\$6000 - 9999	10%	15%	19%	23%
Above \$10,000	13%	18%	22%	26%

This Discount only applies to retail OS/DA and does not apply if ANTC elects to pay rates in (1) and (2) above.

NYT PSC 900 Tariff Sec. 9.L(4)(a)

Discounts apply only for amounts in the applicable range. For example, under a one year term commitment with a monthly billed DA volume of \$2,500, the first \$1,999 would be discounted at five percent (5%) and the remaining \$501 at seven percent (7%). Discount will apply to branded DA and the DA portion of DACC.

Record Charges

EMR format - per record charge = \$.00415 TELRIC Cost Study

(4) Direct Access to Directory Assistance (DADA)

Monthly Access Charge	\$4,000	SGAT
Each Search Request	\$0.038	SGAT

Rate

(B) Inward Operator Services

(1) BLV		
- Per work second	\$0.02	SGAT
(2) BLV/I		
- Per work second	\$0.02	SGAT
(3) Branding surcharge (if applicable)	\$0.06	SGAT

(C) 0+/Mechanized Operator Calls #

Per Request SGAT

(1) Calling Card	
- Per request	\$0.125
(2) Collect	
- Per request	\$0.159
(3) Third Number	
- Per request	\$0.159
(4) Branding surcharge (if applicable)	
- Per request	\$0.06

These rates are in addition to the UTTC, TTSC & UNRCC or UCRCC which are set forth in the NYT PSC 914 and 916 tariffs, as amended from time to time.

(D) 0- Operator Handled Calls #

SGAT

(1) Per work second	\$0.015
Plus	
(2) Collect & Bill to Third Number	
- Per request	\$0.007

(3) Branding surcharge (if applicable)

\$0.06

These rates are in addition to the UTTC, TTSC & UNRCC or UCRCC which are set forth in the NYT PSC 914 and 916 tariffs, as amended from time to time.

(E)	Operator Emergency Bulletin Service			
-	Per 132 Lata bulletin, per year		\$81.18	SGAT
(F)	TOPS Trunk Ports	<u>Recurring</u>	<u>Non-recurring</u>	
	Service Access Charge	\$21.87	\$315.06	SGAT
-	Per TOPS Port	\$4.31	N/A	SGAT
(G)	DS1 IOF for Dedicated Trunk	PSC 916 Tariff Sec.5.3.4		

X. Unbundled Network Elements

These rates are in addition to the UTTC, TTSC & UNRCC or UCRCC which are set forth in the NYT PSC 914 and 916 tariffs, as amended from time to time.

Usage Detail Recording	<u>Monthly Rate</u>	TELRIC cost study.
-per record processed	\$0.00415	
-per record transmitted	\$0.00117	
-per tape/cartridge	\$20.12	

XI. Meet Point Billing

- EMR format - per record charge	\$0.00415	TELRIC Cost Study
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XII. LIDB Query: \$0.001411
NYT PSC 914 Tariff Sec. 10.4.3 (D)

XIII. Service Charges:

TC Not Ready -per occurrence	<u>Non-Recurring Charge</u>
Technician Dispatched Out	\$157.00 NYT PSC 916 Tariff Sec. 5.5.2
(Off Company Premises)	NYT PSC 900 Tariff Sec. 26

Technician Dispatched In
(On Company premises)

\$59.00 NYT PSC 916 Tariff Sec. 5.5.2
NYT PSC 900 Tariff Sec. 26

Trouble Dispatch -Misdirect
Technician Dispatched Out
(Off Company Premises)

Non-Recurring Charge
\$157.00 NYT PSC 916 Tariff Sec. 5.5.2
NYT PSC 900 Tariff Sec. 26

Technician Dispatched In
(On Company premises)

\$59.00 NYT PSC 916 Tariff Sec. 5.5.2
NYT PSC 900 Tariff Sec. 26

Line Connection Charge includes the work associated with central office wiring, recent change memory, bureau coordination, and updates to the loop database.

Line Connection Charge

\$50.05

NYT PSC 916 Tariff Sec. 5.5.2
NYT PSC 900 Tariff Sec. 14.A.3(3)

Installation Dispatch (Two Wire Analog) - Charge applies per Dispatch

1 Link

\$19.00

NYT PSC 916 Tariff Sec. 5.5.2

2-9 Links

\$19.00

NYT PSC 900 Tariff Sec. 14.A.3(2)

10 or more Links

\$19.00

XIV. Time and Materials Charges

Time

Labor Rate, Per Hour or Fraction thereof

SGAT

- Service Representative - Regular

\$44.98

- Service Representative - Expedite

\$59.65

- Technician - Regular

\$60.79

- Technician - Expedite

\$73.54

XV. Unbundled Interoffice Dedicated Facilities

DS1

Inter-Office Mileage

Recurring

Nonrecurring

1. Fixed

\$110.00

\$634.17**

2. Per Mile Charge

\$0.72

n/a

DS3

Inter-Office Mileage

1. Fixed	\$911.00	\$863.21**
2. Per Mile Charge	\$20.10	n/a

Optical OC-3

Inter-Office Mileage

1. Fixed	\$1365.00	\$863.21**
2. Per Mile Charge	\$60.31	n/a

Optical OC-12

Inter-Office Mileage

1. Fixed	\$4145.00	\$1001.61**
2. Per Mile Charge	\$241.12	n/a

OC-48 or STS-1 (NBFR)

Inter-Office Mileage

1. Fixed	\$9768.00	\$1135.02**
2. Per Mile Charge	\$375.81	n/a

Unbundled Multiplexing

DS1 to DS0 (1/0 mux)	\$445.11**	0**
DS3 to DS1 (3/1 mux)	\$223.52	0**

Recurring

Service Access Charge (SAC)

DS1, per termination	\$4.31
DS3, per termination	\$63.98
OC-3, per termination	\$16.00**
OC-12, per termination	\$16.00**

- ** Interim rate based on rates previously proposed by NYT in Cases 95-C-0657, 94-C-0095, 91-C-1173, except interim SAC rates for OC-3 and OC-12. Interim rates are subject to true-up based on the permanent rates set by the NY PSC in the referenced proceeding. On the earliest of the date (the "Rate Determination Date") on which (x) any permanent rate and/or rate structures for such items are tariffed or otherwise applied by NYT pursuant to applicable effective Commission orders, decisions, rules or regulations or (y) the Parties shall agree to any such permanent rate and/or rate structures for such items, the rates and/or rate structures so adopted or approved or agreed upon (each, a "Permanent Rate") shall apply in lieu of the Interim Rates with respect to such items. Within 90 days after the Rate Determination Date of any Permanent Rate with respect to any item (i) if the aggregate amounts paid by ANTC for such item under this Agreement during the period prior to the Rate Determination Date shall exceed the amount which would have been payable by ANTC if the Permanent Rate (which may be zero) had been applicable during such period, then NYT shall refund to ANTC such excess or (ii) if the aggregate

amounts paid by ANTC for such item under this Agreement during such period shall be less than the amount which would have been payable by ANTC if the Permanent Rates had been applicable during such period, then ANTC shall pay such deficiency to NYT. This Attachment shall be amended to reflect the determination of Permanent Rates for any given items.

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ATTACHMENT BFR

Bona Fide Request Process

1. The following process shall be used to promptly consider and analyze requests by ANTC for Network Elements and Combinations required to be provided under the Act which are not specifically identified in this Agreement. These requests by ANTC shall hereinafter be referred to as "Bona Fide Requests."
2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element or Combination.
3. Within ten (10) business days of receipt, NYNEX shall acknowledge receipt of the Bona Fide Request.
4. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, NYNEX shall provide to ANTC a preliminary analysis in writing of such Bona Fide Request (hereinafter referred to as a "Preliminary Analysis") at no charge to ANTC. The Preliminary Analysis shall (i) state whether the Network Element or Combination requested by ANTC is readily or currently available, and if so, confirm that NYNEX will promptly offer access to the Network Element or Combination or (ii) provide an explanation that access to the Network Element or Combination is not technically feasible or available and/or that the request does not qualify as a Network Element or Combination that is required to be provided by NYNEX under the Act. In the case of clause (ii) above, the Parties shall undertake good faith negotiations to redefine the request, and in the event of impasse either Party may seek relief pursuant to the Dispute Resolution Process set forth in Section 37.1 of this Agreement.
5. Once the Parties have agreed that the provision of a Network Element or Combination requested in the Bona Fide Request is technically feasible and otherwise qualifies under the Act, if ANTC wishes NYNEX to proceed with developing the Bona Fide Request, it shall submit a written request for a quote and provide payment to NYNEX for the preparation of such quote (hereinafter referred to as a "BFR Quote"). Within 90 days of such request by ANTC to proceed and payment therefor, NYNEX shall complete the development of the BFR Quote for

the Network Element or Combination requested in the Bona Fide Request, including availability, applicable prices and installation intervals.

6. Unless the Parties otherwise agree, the Network Element or Combination requested must be priced in accordance with Section 252(d)(1) of the Act.

7. Within ninety (90) days of its receipt of the BFR Quote, ANTC must confirm its order for the Bona Fide Request pursuant to the BFR Quote or seek relief pursuant to the Dispute Resolution Process set forth in Section 37.1 of this Agreement.

8. If a Party believes that the other Party is not requesting, negotiating or processing a Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party shall seek relief pursuant to the Dispute Resolution Process set forth in Section 37.1 of this Agreement.

9. ANTC may cancel its Bona Fide Request at any time upon written notice to NYNEX, subject to the following: (i) if such cancellation notice is received after the submission by NYNEX to ANTC of the Preliminary Analysis, but before ANTC requests a BFR Quote, ANTC shall not be liable to NYNEX for reimbursement of any costs incurred by NYNEX and (ii) if such cancellation notice is received after ANTC submits its request for a BFR Quote, but before the BFR Quote is rendered by NYNEX to ANTC, ANTC shall be liable to NYNEX for reimbursement of all actual costs incurred by NYNEX in connection with developing such BFR Quote up until its receipt of such notice of cancellation; provided, however, that if such notice of cancellation is received after the receipt by ANTC of the BFR Quote, the amount for which ANTC shall be liable pursuant to clause (ii) of this paragraph 9 shall not exceed the lesser of the actual costs incurred by NYNEX or the estimate in the BFR Quote plus 20%.

ATTACHMENT ADR
DISPUTE RESOLUTION

1. Purpose:

This Attachment is intended to provide for the expeditious resolution of all disputes between NYNEX and ANTC relating to the provision of any Unbundled Network Elements, Wholesale Services, and other facilities and services arising under or as contemplated by the Interconnection Agreement entered into on November 11, 1997 (the "Interconnection Agreement"), and to do so in a manner that permits uninterrupted high quality services to be furnished to each Party's Customers.

2. Exclusive Remedy

(A) All disputes relating to the provision of any Unbundled Network Elements, Wholesale Services, and other facilities and services under or as contemplated by the Interconnection Agreement that cannot be resolved informally shall be resolved as set forth herein. The dispute resolution under the procedures established in Section 37.1.2 of the Agreement and provided in this Attachment shall be the exclusive remedy for all disputes between NYNEX and ANTC arising out of the Interconnection Agreement or any claimed breach thereof. NYNEX and ANTC agree not to resort to any court, agency, or private group with respect to such disputes except in accordance with this Attachment.

(B) If, for any reason, certain claims or disputes are deemed to be non-arbitratable, the non-arbitrability of those claims or disputes shall in no way affect the application of the dispute resolution process set forth herein to any other claims or disputes arising out of the Interconnection Agreement.

(C) Nothing in this Attachment shall limit the right of either NYNEX or ANTC to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceedings brought pursuant to this Attachment. However, once a decision is reached by an Arbitrator pursuant to the terms herein, such decision shall supersede any such provisional remedy.

(D) If, for any reason, the PSC or any other federal or state regulatory agency ("Agency") that exercises jurisdiction over the Interconnection Agreement decides any dispute(s) related to an Interconnection Agreement and, as a result, claims are adjudicated in both an agency

proceeding and an arbitration proceeding under this Attachment, the following provisions shall apply:

- i) If both Parties had an opportunity to participate in the Agency proceeding, or to the extent required by law, the Agency ruling shall be binding upon the Parties.
- ii) The arbitration ruling rendered pursuant to this Attachment shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under the Interconnection Agreement, and for all other purposes, unless expressly precluded by such agency ruling.

3. Public Service Commission:

(A) In the event of a dispute between NYNEX and ANTC arising under the Interconnection Agreement, if both Parties agree, the dispute may be submitted for resolution to the PSC. The PSC may determine not to exercise its jurisdiction.

(B) If a Party wants to submit the dispute to the PSC it must give prompt written notice to the other Party. If the other Party does not agree to submit a dispute to the PSC, it must inform the requesting Party within 3 business days of the request.

(C) In the event both Parties do not agree to present the dispute to the PSC, or in the event the Parties agree to submit the dispute to the PSC, but the PSC determines not to exercise its jurisdiction at that time, then the provisions described in this Attachment shall apply.

4. Informal Resolution of Disputes.

(A) Prior to initiating an arbitration pursuant to the procedures set forth herein, the Parties shall submit any dispute between NYNEX and ANTC for resolution to an Inter-Company Review Board consisting of one representative from each Party at the vice-president or above level (or such lower level as the Parties agree).

- (1) Each Party must designate its initial representative the Inter-Company Review Board within fifteen days of the Effective Date of the Interconnection Agreement.
- (2) The Parties may change its designee, or select an alternative designee, on one day's notice.

(B) The Parties may also agree to other informal resolution processes for specific circumstances, including, but not limited to mediation prior to initiating an arbitration.

(C) The Parties may enter into a settlement of any dispute at any time. The settlement agreement shall be in writing, and shall identify (if appropriate) how the Arbitrator's fee for the particular proceeding, if any, will be apportioned.

(D) At no time may a Party introduce into evidence or inform the Arbitrator of any statement, position taken, or other action said or done during any negotiation or mediation sessions pursuant to Sub-Section 4 of this attachment without the other Party's consent.

5. Initiation of an Arbitration

(A) If the Inter-Company Review Board is unable to resolve a non-service affecting dispute within thirty days (or such longer period as agreed to in writing by the Parties) of the submission outlined in Section 4 above, the Parties shall initiate an arbitration in accordance with the American Arbitration Association ("AAA") rules for commercial disputes. Any dispute over a matter which directly affects the ability of a Party to continue providing quality services to its Customers, i.e., service-affecting dispute will be governed by the procedures described in Section 13 of this Attachment. In the event the Parties, in good faith, do not agree that a service-affecting dispute exists, the dispute will be assumed to be a service-affecting dispute.

(B) In the event the Parties initiate an arbitration, the Parties must notify the Secretary of the PSC of the arbitration proceeding within 48 hours of the determination to arbitrate.

6. Governing Rules for Arbitration.

The rules set forth below and the rules of the AAA shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the AAA unless the Parties mutually agree. This restriction does not affect the rights of any Party to request an Arbitrator from the AAA, pursuant to Subsection 7(F) below. Where any of the rules set forth herein conflict with the rules of the AAA, the rules set forth in this Attachment shall prevail.

7. Appointment and Removal of Arbitrator.

(A) A sole Arbitrator (the "Arbitrator") shall preside over each dispute submitted for arbitration under this Agreement.

(B) The Parties shall appoint an Arbitrator who will serve for the term of this Agreement, unless removed pursuant to Subsection 7(D) of this Attachment. The appointment will be made by mutual agreement in writing within thirty days of the Effective Date (or such longer period as the Parties may mutually agree to in writing).

(C) In the event that multiple arbitration proceedings are in progress simultaneously under this Agreement, the Arbitrator may request, in writing, the appointment of one or more additional Arbitrators. The Parties shall appoint such additional Arbitrators within thirty days after receipt of such request (or within such longer period as the Arbitrator's request specifies). The Arbitrator may assign arbitration proceedings to the additional Arbitrators in his or her sole discretion, provided that each such proceeding shall be presided over by a single Arbitrator. Additional Arbitrators shall have all the powers and responsibilities of the Arbitrator in the proceedings over which they preside, but shall serve only for the duration of the specific disputes for which they were retained.

(D) The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator. Notwithstanding the foregoing, any Arbitrator may be removed unilaterally at any time by either Party as permitted in the rules of the AAA. Furthermore, upon thirty days' prior written notice to the Arbitrator and to the other Party, a Party may remove an Arbitrator with respect to future disputes which have not been submitted to arbitration in accordance with the requirements of Subsection 5 of this Attachment, as of the date of such notice.

(E) In the event that an Arbitrator resigns, is removed pursuant to subsection 7(D) of this Section, or becomes unable to discharge his or her duties, the Parties shall, by mutual written agreement, appoint a replacement Arbitrator within thirty days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.

(F) In the event that the Parties do not appoint an Arbitrator within the time limit set forth in Sections 7(B) of this Attachment, an additional

Arbitrator within the time limit set forth in subsection 7(C) of this Attachment, or a replacement Arbitrator within the time limit set forth in subsection 7(E) of this Attachment, either Party may apply to AAA for appointment of an Arbitrator. Prior to filing an application with the AAA, the Party filing such application shall provide fifteen days prior written notice to the other Party to this Agreement.

8. Duties and Powers of the Arbitrator.

(A) The Arbitrator shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Interconnection Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except as otherwise limited by the Agreement.

(B) The Arbitrator shall not have the authority to limit, expand, or otherwise modify the terms of the Interconnection Agreement.

9. Discovery

NYNEX and ANTC shall attempt, in good faith, to agree on a plan for document and information discovery. Should they fail to agree, either Party may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between NYNEX and ANTC and any resolution regarding the scope, manner, and timing of discovery shall be final and binding.

10. Privileges.

All Attorney-client and work product privileges shall apply.

11. Location of Hearing

The Parties agree that any hearings shall take place in a location in New York State to be determined by the Arbitrator, unless the Parties otherwise agree.

12. Decision

- (A) The Arbitrator's decision and award shall be in writing.
- (B) Within thirty days of the decision and award, the Arbitrator's decision must be submitted to the PSC for review. Each Party must also submit its position on the award and statement as to whether the Party agrees to be bound by it or seeks to challenge it.
- (C) The PSC shall determine whether to review the Arbitrator's decision within fifteen days after it is submitted for review. If the PSC does not exercise its jurisdiction within fifteen days of receipt, the Arbitrator's decision shall be final and binding on the Parties, except as provided below. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.
- (D) A decision of the Arbitrator shall not be final in the event the dispute concerns the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of a trademark, tradename, trade dress or service mark of a Party, and the decision and award is appealed by a Party to a federal or state court with jurisdiction over the dispute.
- (E) If any Party fails to file any permitted appeal within thirty days after the Arbitrator's decision, that Party waives its rights to appeal and the Decision becomes final and binding.
- (F) In the event an agency or court agrees to hear the matter on appeal, a Party must comply with the results of the arbitration decision during the appeal process.

13. Process for Service Affecting Disputes.

- (A) This section describes the procedures for an expedited resolution of disputes between NYT and ANTC relating to the provision of any Unbundled Network Elements, Wholesale Services, and other facilities and services arising under or as contemplated by the Interconnection Agreement, which directly affect the ability of a Party to provide uninterrupted, quality and existing services to its Customers, and which cannot be resolved using the procedures for informal resolution of disputes contained in the Attachment.

(B) Except as specifically provided in this Subsection, the provisions of Attachment ADR shall apply.

(C) Initiation of an Arbitration.

- (1) If the Inter-Company Review Board is unable to resolve a service-affecting dispute within five business days (or such longer period as agreed to in writing by the Parties) of submission to it of the dispute, and the Parties have not otherwise entered into a settlement of their dispute, a Party may initiate an arbitration in accordance with the requirements of this Subsection. However, in the sole discretion of the Party which submitted the dispute to the Inter-Company Review Board, the dispute may be arbitrated in accordance with the general procedures described in the Attachment rather than the expedited procedures of this Subsection. A dispute will be deemed submitted to the Inter-company Review Board on the date a Party requests Inter-Company Review Board action in writing, transmitted by facsimile as set forth in Section 41.9 of the Agreement and to each Party's representative designated pursuant to Subsection 4(a) (1).
- (2) A proceeding for arbitration will be commenced by a Party ("Complaining Party") filing a complaint ("Complaint") with the Arbitrator and simultaneously serving a copy on the other Party, and the Secretary to the PSC.
- (3) Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Respondent Party which affect the Complaining Party's ability to offer a specific service (or group of related services) to its Customers. A Complaint may be in letter or memorandum form and must specifically describe the dispute and identify with particularity how the Complaining Party's service to its Customers is affected.

(D) Response to Complaint.

A response to the Complaint must be filed within five business days after service of the Complaint, or such later time period as the Arbitrator, in his/her discretion, may permit.

(E) Reply to Response.

A reply is permitted to be filed by the Complaining Party within three business days of service of the response, or such later time period as the Arbitrator, in his/her discretion, may permit. The reply must be limited to those matters raised in the response.

(F) Discovery.

The Parties shall cooperate on discovery matters as provided in Subsection 9, but following expedited procedures as prescribed by the Arbitrator.

(G) Hearing.

(1) The Arbitrator will schedule a hearing on the Complaint to take place within twenty business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.

(2) The hearing and evidence:

- (a) The hearing will be limited to four days, with each Party allocated no more than two days, including cross examination by the other Party, to present its evidence and arguments. At the Arbitrator's discretion and for extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.
- (b) In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three days prior to any scheduled hearing.
- (c) Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three days prior to commencement of the hearing. The witness list will disclose a summary of the substance of each

witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title, and other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing, absent extraordinary reasons not known prior to commencement of the hearing.

- (3) The Parties shall make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.
- (4) Witnesses will testify under oath. A complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

(G) Decision.

- (1) The Arbitrator will issue and serve his or her decision and award on the Parties within five business days of the close of the hearing or receipt of the hearing transcript, whichever is later.
- (2) The Parties shall take the actions necessary to implement the decision and award of the Arbitrator immediately upon receipt of the Arbitrator's decision.
- (3) The Parties shall submit the decision and award of the Arbitrator, along with each Party's position on the award and statement as to whether the Party agrees to be bound by it or seeks to challenge it, to the PSC within three days of receipt of the Arbitrator's award and decision. The PSC will determine whether to review the dispute within seven days of receipt. If the PSC does not exercise its jurisdiction in seven days, the Arbitrator's decision and award shall be final and binding on the Parties, except as provided in Subsection 12(c) and (d).

14. Fees.

- (A) The Arbitrator's fees and expenses that are directly related to a particular proceeding dispute shall be paid by the losing Party. In cases where the Arbitrator determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator shall, in his or her discretion, apportion fees and expense to reflect the relative

success of each Party. Those fees and expenses not directly related to a particular proceeding dispute shall be shared equally. In accordance with Subsection 4(C) of this Attachment, in the event that the Parties settle a dispute before the Arbitrator reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator's fees for the particular proceeding will be apportioned.

(B) In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought.

15. Confidentiality.

(A) NYNEX, ANTC and the Arbitrator will treat the arbitration proceedings, including the hearings and conferences, discovery, or other related events as confidential except as necessary in connection with a judicial challenge to, or enforcement of, an award or unless otherwise required by an order or lawful process of a court, agency, or governmental body.

(B) In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

(C) To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or confidential information of either Party, it shall be safeguarded in accordance with an appropriate agreement for the protection of proprietary, trade secret or confidential information that the Parties agree to negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator or its counsel or subject matter expert (with a sufficient nondisclosure agreement) in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information in the event the Parties cannot agree upon an agreement to govern the handling of such information.

16. Service of Process.

(A) Service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party and one copy to the Arbitrator. Service shall be deemed made (1) upon

receipt if delivered by hand; (2) after three business days if sent by first class certified U.S. Mail; (3) the next business day if sent by overnight courier service and a signature is requested; (4) upon receipt (confirmed by a signed return transmittal), if sent by facsimile. When Notice is sent by facsimile a copy shall also be sent by same day hand delivery, first class U.S. Mail, or overnight courier.

(B) Service should be upon the entities identified in Section 41.9 of the Interconnection Agreement, unless otherwise designated in writing.

17. Interest on Disputed Amount

The Arbitrator shall require that any amounts owed pursuant to an arbitration decision shall include applicable interest. The interest rate shall be the rate set forth in Section 37.2(d) of the Agreement.

18. In the event of a change in applicable Law affecting the provisions of this Attachment or the Commission modifies the dispute resolution provisions in the NYNEX/AT&T interconnection agreement in New York, the provisions of this Attachment shall remain in effect for nine (9) months or until the Parties agree on new dispute resolution provisions, whichever is earlier. The Parties agree that any new or modified dispute resolution provisions will contain an expedited procedure for dealing with service affecting disputes.

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ATTACHMENT IOF

1.0 General

NYNEX will provide access to unbundled Common transmission facilities between end offices and tandems and access to unbundled dedicated transmission facilities between NYNEX's central offices (COs) or between such offices and those of Telecommunications Carriers (TCs), including, but not limited to, ANTC. This includes, at a minimum, interoffice facilities between end offices (EOs) and Serving Wire Centers (SWCs), SWCs and interexchange carriers' points of presence (IXC POP), tandem switches and SWCs, EOs or tandems of NYNEX, and the wire centers of NYNEX and the TC.

The Network Elements must be ordered individually and may be recombined by the TC as part of a network plan. Unbundled Interoffice Network Elements are: DS1, DS3, OC-3 and OC-12 Interoffice Transport, DS1 to DS0 and DS3 to DS1 Multiplexing and connection between multiplexers. OC-48 and STS-1 will be provided only as a Network Bona Fide Request (See Attachment BFR). Unbundled Interoffice Network Elements will be provided at CO cross connect points such as digital terminating frames. Access to Network Elements is provided through collocation.

NYT will not offer G-Path or Customer Interface Panels ("CIPs") to provision IOF services under this Agreement. In the event that NYT is ordered by the Commission or the FCC to offer G-Path or CIPs to provision IOF services, the Parties agree to negotiate in good faith to modify this Agreement as appropriate.

NYNEX provides Unbundled Transport between the following points:

1. Unbundled Common Transport between NYNEX COs.
2. Dedicated Transport between EOs
3. Dedicated Transport between an EO and a SWC
4. Dedicated Transport between an EO or SWC and an IXC POP
5. Dedicated Transport between a Tandem Switch and an EO
6. Dedicated Transport between an EO or SWC and a TC Location
7. Dedicated Transport between a Tandem Switch and an IXC POP
8. Dedicated Transport between a Tandem Switch and a Telecommunications Carrier Location
9. Dedicated Transport between a NYNEX POI and a TC POI
10. Dedicated Transport between Tandem POI and a TC POI
11. Dedicated Transport between Existing Multiplexing
12. Dedicated Transport between Existing Collocation Cages

The purpose of unbundled Interoffice Transmission Facilities is for use with other unbundled Network Elements for the provision of Telephone Exchange and Exchange Access Services. Rates are used in connection with provision of interconnection services as discussed in Section 4.

2.0. Definitions

In this section the definitions for Network Elements are as follows:

2.1. Synchronous Transport Signal - Level 1 (STS-1)

STS-1 provides a total bandwidth of 51.84 Mb/s, including both overhead and payload. An STS-1 is capable of transporting a single DS3 in any configuration (e.g., M13 formatted with multiplexed DS1s or clear channel 44.736 Mb/s) or up to the equivalent of 28 DS1s using SONET "VT" mappings. The interface to an STS-1 is a metallic-based electrical interface. This interface must comply with Bellcore GR-253-CORE which defines SONET requirements.

2.2. Optical Carrier Levels (SONET)

Optical Carrier (OC) levels provide a range of bandwidths as specified in Bellcore GR-253-CORE and associated ANSI standards. NYNEX will provide interfaces at the following OC levels:

<u>OC Level</u>	<u>Rate (Mb/s)</u>
OC-3	155.52
OC-12	622.08

The physical interface for all OC rates is optical fiber. The characteristics of this interface are also specified in GR-253-CORE.

2.3. Digital Cross-connect System (DCS) Functionality

Digital Cross-connect Systems provide electronic cross connection of individual constituent digital signals to form higher speed digital signals.

2.4. Serving Wire Center (SWC)

Serving Wire Center is NYNEX location from which Private Line, Exchange, or Centrex Service is furnished to a customer's premises without intermediate connection to another wire center.

2.5. Network Design Request (NDR)

Network Design Request (NDR) process is required to establish the scope of the project and to align preliminary time frames in providing service to the TC. A Project Manager will coordinate the meeting that will be attended by the TC's technical and administrative team and representatives from each NYNEX department involved in developing the technical, administrative, and legal/regulatory requirements. Time frames for completion will be negotiated between the Account Team and the TC.

2.6. Fiber Distributing Frames (FDF)

Optical access to Interoffice Transmission Facilities will be provided at the NYNEX FDF or a fiber Point of Termination (POT) bay dedicated to the individual TC. Where a POT bay is used, interconnection between the POT and the NYNEX FDF will be via standard single-mode optical fiber jumper cables equipped with SC/PC connectors at both ends. The FDF or POT bay is an interconnect bay with direct connection between the TC's cables and the jumper cables between the fiber POT and the Telephone Company FDF. NYNEX has standardized the SC/PC connector for use in its network because of its superior cost/performance characteristics; therefore, the TC will need to match this connector on their side of the POT.

2.7. Mileage

In order to determine the rate to be billed, first the mileage is computed using the V&H coordinates method, as set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF, F.C.C. No. 4. If the calculation results in a fraction of a mile, it is always rounded up to the next whole mile. The mileage measurement is calculated on the distance between the following locations:

- CO to another CO
- CO to a SWC
- Tandem to CO
- Tandem to SWC
- CO or SWC and the SWC of the IXC POP
- CO or SWC and the TC Location
- Tandem to the Serving Wire Center (SWC) of the IXC POP
- Tandem to the TC location

The Interoffice Mileage rates are set forth in Attachment PA, in terms of a fixed and per mile charge per month. The mileage calculated as described above is multiplied by the appropriate per mile rate. The amount to be billed will be the product of this calculation plus the fixed rate.

3.0. Regulations

3.1. Physical Access Points to Interoffice Transmission Facilities

NYNEX will provide interconnection to the transmission capabilities of the interoffice network at the following physical access points:

Manual Digital Cross-Connects

Metallic access to digital transport and multiplexing will be provided at the Company DSX-n bays, at a POT Bay dedicated to the individual TC. Where POT Bays are used, cabling between the POT bay and the NYNEX DSX must meet appropriate shielding and construction requirements for the application (e.g., ABAM for DS1 and coaxial cable for DS3). Separate DSX panels or POT Bays must be provided for the DS1 and DS3 interfaces. Interface rates above DS3 may require a separate panel or POT Bay depending upon the transmission specifications and the cabling limitations of these transport rates.

Main Distributing Frames (MDF)

In general, the MDF will not be used for digital interoffice facilities access. The MDF is designed to provide manual cross-connection of voice-grade transmission and may not meet the requirements for digital transmission.

3.2. Interoffice Transport Facilities are cross-connected in the following configurations:

- a) Transport to POT Bay
- b) Transport to Virtual Collocation node
- c) Transport to the low speed side of an Unbundled Multiplexer
- d) High speed side of a Multiplexer to POT Bay
- e) High speed side of a Multiplexer to Virtual Collocation node
- f) High speed side of a Multiplexer to the low speed side of an Unbundled Multiplexer
- g) Low speed side of an Unbundled Multiplexer to the low speed side of and Unbundled Multiplexer
- h) Low speed side of an Unbundled Multiplexer to POT Bay

i) Low speed side of an Unbundled Multiplexer to Virtual Collocation node

3.3. Ordering:

Unbundled Dedicated Transport (Dedicated) is ordered via DCAS.
Unbundled Common Transport (Common) is not discreetly orderable.

3.4. (Reserved for future use)

3.5. Unbundled Network Element Intervals:

DS1, DS3 and Multiplexers	Quantity 1-8 = 15 business days Quantity > 8 = Negotiated*
Facilities not available	Negotiated*
OC-n Unbundled interoffice transport	Negotiated*

4.0. Rates and Charges

Unbundled Interoffice Transmission Facilities (IOF) are provided at the appropriate POT Bays or DSX.

IOF: Unbundled Network Elements

- IOF unbundled network elements are as follows:
- DS3, DS1, OC-3 (point to point, not rings), OC-12 (point to point, not rings), Multiplexing (DS3 to DS1 & DS1 to DS0), Connection to a DS1 Trunk Port.

Billing Rate Structure:

Non-Recurring:

DS1, DS3 and Optical Carrier Level (SONET) and Multiplexers (3/1 or 1/0):
There will be a one-time charge for the installation of the DS1, DS3 and Optical Carrier (SONET) transport, and the Multiplexers.

* Where a negotiated interval applies, NYNEX will negotiate a service date interval with ANTC on a first-come, first-served basis, based on the type and quality of service ANTC has requested. In so doing, NYNEX will offer the earliest date it reasonably can accommodate within normal business hours, without delaying service dates for orders of other customers or carriers. ANTC may request expedited service for a reasonable, predetermined amount.

Expedited Order Charge

When placing a Service Order for service(s) for which Standard Intervals exist, a TC may request a service date that is prior to the Standard Interval service date. A TC may also request an earlier service date on a pending Standard or Negotiated Interval Service Order. If NYNEX agrees to provide service on an expedited basis, Expedited Order Charges will apply.

If NYNEX is subsequently unable to meet an agreed upon service date, no Expedited Order Charge will apply unless the missed service date was caused by the TC, its agent, or customer.

If additional costs other than any applicable Additional Labor are to be incurred when a service date on a Service Order is expedited, NYNEX will develop and quote such costs to the TC, obtain TC authorization and bill the TC in accordance with the special construction terms and conditions in the NYNEX's applicable tariff.

Recurring -- Applicable Rate elements:

Inter-Office Mileage for DS1, DS3 and Carrier Level (SONET) There will be a monthly recurring charge for the following:

1. Fixed
2. Per Mile Charge

Mileage of the facility is based on airline mileage using V&H coordinate methods. The Facility mileage can be rated between the following locations:

CO to another CO
CO to a Serving Wire Center (SWC)
Tandem to CO
Tandem to SWC
CO or SWC and the SWC of the IXC POP
CO or SWC and the TC Location
Tandem to the SWC of the IXC POP
Tandem to the TC location or the IXC POP

Multiplexing There will be a recurring charge for a multiplexer at each location where the multiplexing function is performed.

Multiplexing can be performed for DS3 to DS1 and DS1 to DS0.

Service Access Charge (SAC) recurring charge will apply for the demarcation connection to a Physical Collocation Node POT Bay.

A recurring Interconnection Access Charge (IAC) will apply for the demarcation connection to a Virtual Collocation Node.

Refer to Unbundled Common Transport and Dedicated Transport diagrams, (1 through 7), following.

1. Unbundled Common Transport between NYNEX COs.
2. Dedicated Transport between EOs
3. Dedicated Transport between an existing POT Bay and an IXC or TC location
4. Dedicated Transport between a Multiplexer and a POT Bay
5. Dedicated Transport between a Trunk Port and an existing POT Bay
6. Dedicated Transport between existing Collocation Cages
7. Dedicated Transport from TC Location through SWC and terminating at an existing Collocation Cage

1. Unbundled Common Transport between an EO and Tandem or between two NYNEX EOs may only be purchased in connection with NYNEX Unbundled Switching.

This network element allows a TC access to Unbundled Common transmission facilities, routing on the same basis that NYNEX routes and delivers its own traffic.

Unbundled Common Transport

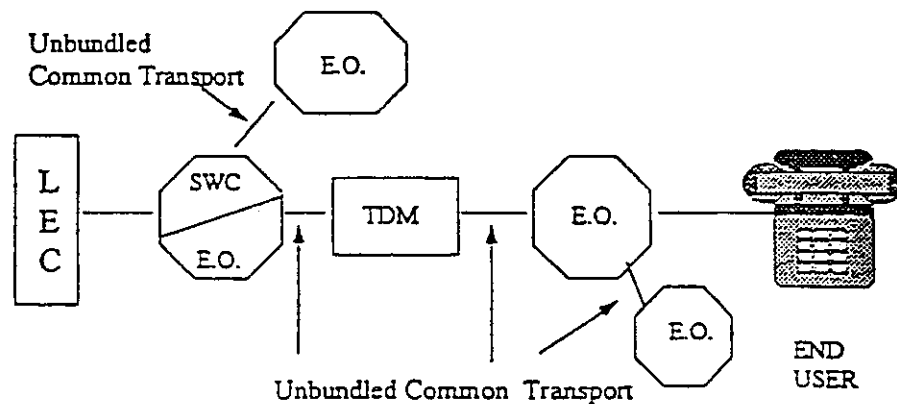
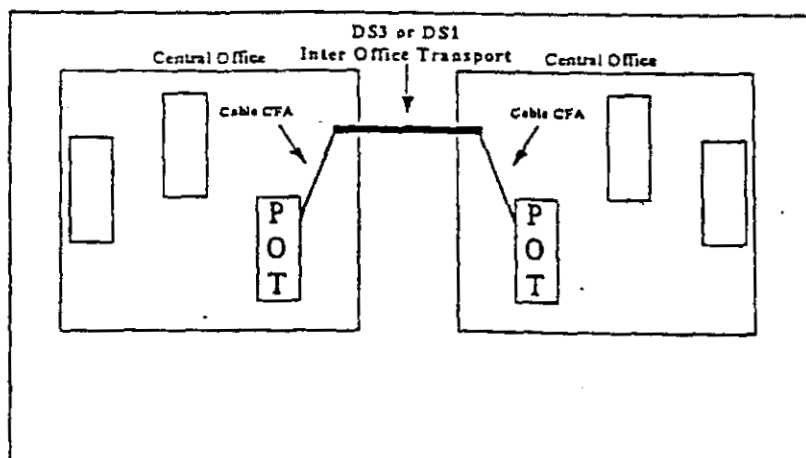


Diagram: 1

Billing Rate Structure:

Billing: The calls routed on the Unbundled Common trunks will be billed an unbundled common transport charge (UCTC) by Minutes of Use (MOU), rated from the Originating TC Node to a NYNEX EO based on a composite rate which includes directly routed traffic and Tandem routed traffic. The MOU charge will be aggregated at the NYNEX switch and rounded up to the next whole minute each month.

Note: The heavy line and/or bold element outlined in each diagram is the Unbundled Network Element (UNE) that is being provisioned.



DEDICATED TRANSPORT

Diagram: 2

DS1 or DS3 IOF between Central Offices

Can be used in conjunction with:

2. Transport between EOs
3. Transport between an EO and a SWC
5. Transport between a Tandem Switch and EO

Recurring

- DS1 = Yes

Fixed Mileage
Per Mile

- SAC = Yes

(2 SAC charges are applicable, 1 at each POT Bay)

- DS3 = Yes

Fixed Mileage
Per Mile

- SAC = Yes

(2 SAC charges are applicable, 1 at each POT Bay)

Non Recurring

- DS1 = Yes

- SAC = No

- DS3 = Yes

- SAC = No

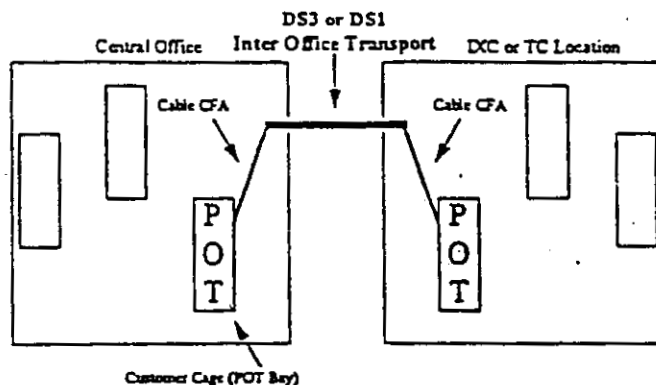


Diagram: 3

DS1 or DS3 IOF between existing POT Bay and IXC or TC Location

Can be used in conjunction with:

4. Transport between an EO or SWC and the IXC POP
6. Transport between an EO or SWC and a TC Location
7. Transport between a Tandem Switch and an IXC POP
8. Transport between a Tandem Switch and a TC Location
9. Transport between a NYNEX POI and a TC Location
10. Transport between a Tandem POI and a TC Location

Recurring

- DS1 = Yes
 - Fixed Mileage
 - Per Mile
- POT Bay SAC Charge = Yes
(1 SAC at each POT Bay)
- DS3 = Yes
 - Fixed Mileage
 - Per Mile
- POT Bay SAC Charge = Yes
(1 SAC at each POT Bay)

Non Recurring

- DS1 = Yes
- POT Bay SAC Charge = No
- DS3 = Yes
- POT Bay SAC Charge = No

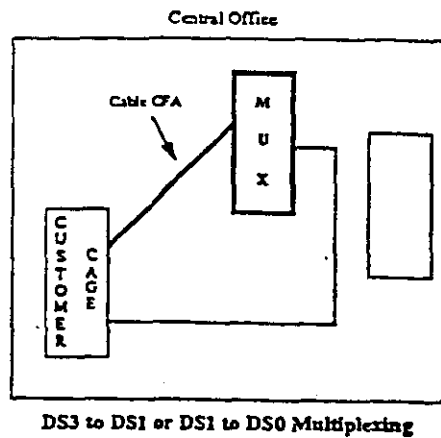


Diagram: 4

DS3 to DS1 or DS1 to DS0 Multiplexer Connected to existing TC Customer Cage (POT Bay)

Can be used in conjunction with:

4. Transport between an EO or SWC and an EXC POP
6. Transport between an EO or SWC and a TC Location
7. Transport between a Tandem Switch and the EXC POP
8. Transport between a Tandem Switch and a TC Location
9. Transport between a NYNEX POI and a TC Location
10. Transport between a Tandem POI and a TC Location

Recurring

- DS3/1 MUX = Yes
- POT Bay SAC Charge = Yes
- (28 DS1 POT Bay SAC Charges apply)

Non Recurring

- DS3/1 MUX = No
- POT Bay SAC Charge = No

- DS1/0 MUX = Yes

- POT Bay SAC Charge = Yes
- (28 DS0 POT Bay SAC Charges apply)

- DS1/0 MUX = No

- POT Bay SAC Charge = No

* IAC will be applicable for Virtual Collocation node connection in place of POT Bay SAC when connecting to Virtual.

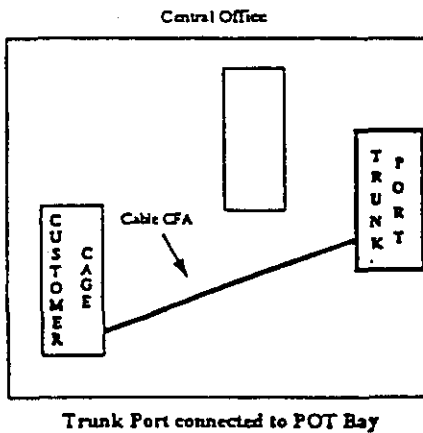


Diagram: 5

Trunk Port to existing TC POT Bay

Can be used in conjunction with:

4. Transport between an EO or SWC and an IXC POP
6. Transport between an EO or SWC and a TC Location
7. Transport between a Tandem Switch and an IXC POP
8. Transport between a Tandem Switch and a TC Location

Recurring

- Trunk Port = Yes
- POT Bay SAC Charge = Yes

Non Recurring

- Trunk Port = Yes
- POT Bay SAC Charge = No

* IAC will be applicable for Virtual Collocation node connection in place of POT Bay SAC when connecting to Virtual.

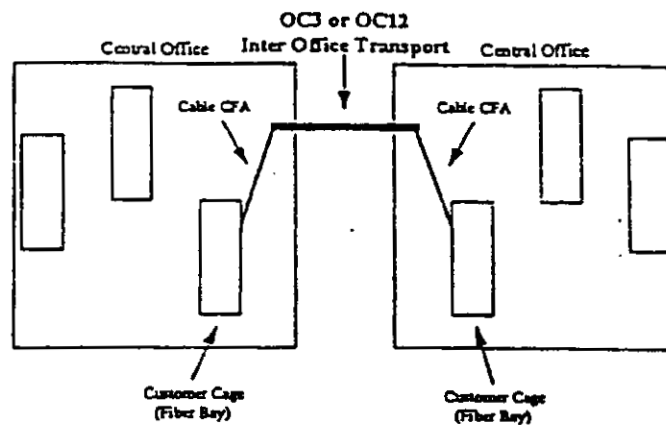


Diagram: 6

OC-3 or OC-12 IOF between existing Cages in COs (FDF to FDF)

Can be used in conjunction with:

2. Transport between EOs
3. Transport between an EO and a SWC
5. Transport between a Tandem Switch and EO

Recurring

- OC-3 = Yes
 - Fixed Mileage
 - Per Mile
- POT Bay SAC Charge = Yes
- OC-12 = Yes
 - Fixed Mileage
 - Per Mile
- POT Bay SAC Charge = Yes

Non Recurring

- OC-3 = Yes
- POT Bay SAC Charge = No
- OC-12 = Yes
- POT Bay SAC Charge = No

* LAC will be applicable for Virtual Collocation node connection in place of POT Bay SAC when connecting to Virtual.

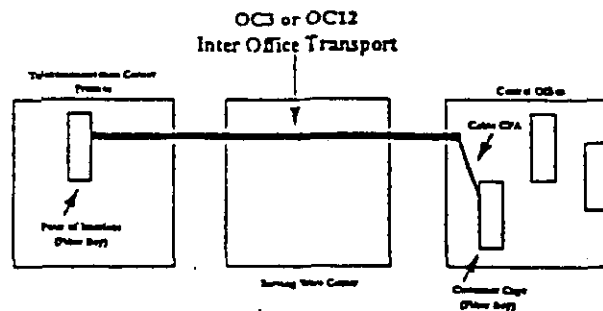


Diagram: 7

OC-3 or OC-12 IOF from TC Location through Serving Wire Center and terminating in C.O. at Customer Cage (Fiber Bay).

Can be used in conjunction with:

6. Transport between an EO or SWC and a TC Location
8. Transport between a Tandem Switch and a TC Location

Recurring

- OC-3 = Yes
 - Fixed Mileage
 - Per Mile
- POT Bay SAC Charge = Yes
- OC-12 = Yes
 - Fixed Mileage
 - Per Mile
- POT Bay SAC Charge = Yes

Non Recurring

- OC-3 = Yes
- POT Bay SAC Charge = No
- OC-12 = Yes
- POT Bay SAC Charge = No

* IAC will be applicable for Virtual Collocation node connection in place of POT Bay SAC when connecting to Virtual.